

RESOLUTION NO.: 2019-46

A RESOLUTION AUTHORIZING THE TOWN MANAGER TO EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN THE TOWN OF SIGNAL MOUNTAIN, AND THE SIGNAL MOUNTAIN ELEMENTARY PRESERVATION FUND, FOR THE COMPLETION OF A CAPITAL IMPROVEMENT PROJECT TO INSTALL AN HVAC SYSTEM IN THE AUDITORIUM/THEATRE OF THE FORMER SIGNAL MOUNTAIN ELEMENTARY SCHOOL BUILDING.

WHEREAS, the Town of Signal Mountain (TOWN) owns the building which once housed the Signal Mountain Elementary School (SME); and,

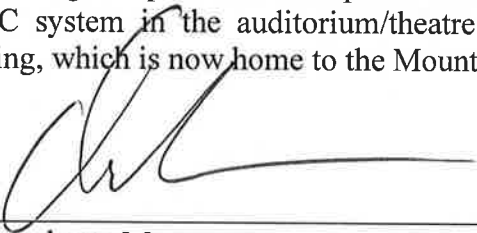
WHEREAS, the SME building is now home to the Mountain Arts Community Center, a department of the TOWN; and,

WHEREAS, the Signal Mountain Elementary Preservation Fund (SMEPF) is a 501c3 charitable organization registered with the State of Tennessee and is permitted to receive tax-exempt contributions, donations, and grants under the laws of the State of Tennessee and the United States of America to support fund raising activities within this community; and,

WHEREAS, the SMEPF operates to support and assist the TOWN in its efforts to preserve, repair and improve the functionality of the SME building and grounds and, as a result, improve the operational space for the MACC and enhance and expand the community's use of the property; and,

WHEREAS, the SMEPF and the TOWN wish to enter into an agreement to facilitate the timely completion of a capital improvement project to install a modern climate control system in the auditorium/theatre at the MACC.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SIGNAL MOUNTAIN, TENNESSEE, that the Town Manager be and is hereby authorized to enter into a Memorandum of Agreement with the Signal Mountain Elementary Preservation Fund, establishing the processes and procedures for the engineering, purchase and installation of an HVAC system in the auditorium/theatre of the former Signal Mountain Elementary School building, which is now home to the Mountain Arts Community Center.



Dan Landrum, Mayor

9-9-19

Date



Recorder

9-9-19

Date

MEMORANDUM OF AGREEMENT BETWEEN THE TOWN OF SIGNAL MOUNTAIN, AND SIGNAL MOUNTAIN ELEMENTARY PRESERVATION FUND

This MEMORANDUM OF AGREEMENT [hereinafter Agreement] is entered into this the ____ day of _____, 201__, by and between the Town of Signal Mountain [hereinafter TOWN] and the principal agents of the Signal Mountain Elementary Preservation Fund [hereinafter SMEPF] for the purpose of setting forth the parties' understanding of the processes and procedures for the engineering, purchase and installation of an HVAC system for the auditorium/theatre at the Mountain Arts Community Center [hereinafter MACC].

WHEREAS, the TOWN owns the building which once housed the Signal Mountain Elementary School; and,

WHEREAS, the SMEPF is a 501c3 charitable organization registered with the State of Tennessee and is permitted to receive tax-exempt contributions, donations, and grants under the laws of the State of Tennessee and the United States of America to support fund raising activities within this community; and,

WHEREAS, the SMEPF operates to support and assist the TOWN in its efforts to preserve, repair and improve the functionality of the SME building and grounds and, as a result, improve the operational space for the MACC and enhance and expand the community's use of the property; and,

WHEREAS, the SMEPF and the TOWN wish to enter into this agreement to facilitate the timely completion of a major improvement project to install a modern climate control system in the auditorium/theatre at the MACC.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

SCOPE OF PROJECT

The TOWN and SMEPF agree that the scope of the project to improve TOWN property [hereinafter PROJECT] at 809 Kentucky Avenue shall be;

- Engineering of HVAC System
- Purchase of HVAC units and associated equipment
- Installation of HVAC system
- Installation of required utility improvements (electrical, natural gas)
- _____

All elements of the project will be undertaken in compliance with TOWN purchasing guidelines and State law.

ARTICLE I
AGREEMENTS AND UNDERSTANDINGS OF THE PARTIES

1. The total cost of the PROJECT is estimated to be \$_____.
2. The SMEPF has raised \$_____ toward the cost of the PROJECT and will donate said funds to the TOWN.
3. The TOWN will pursue the completion of the bid process for the PROJECT, including the engineering, drafting of specifications and bid documents, solicitation of competitive bids and bid evaluations.
4. IF the bid results are found to be mutually acceptable by the SMEPF and the TOWN, the TOWN agrees to “front” the additional funds necessary to complete the PROJECT.
5. The TOWN will support and pursue the completion of the PROJECT by completing required processes in as timely and efficient a manner as possible. The Town is responsible for establishing all schedules, timelines and deadlines in connection with the work associated with the PROJECT once funds (initial donation) are transferred to the TOWN.
6. The SMEPF agrees and pledges to reimburse the TOWN the full amount of TOWN funds contributed to the PROJECT no later than June 30, 2020.
7. The attached ADDENDUM #1 confirming and/or detailing the amounts referenced in items #2, #4 and #6 above shall be completed and signed subsequent to the completion of the bid process and prior to the award of any associated contract, with the exception of engineering services.

ARTICLE II
TERM OF THE AGREEMENT

The initial term of this Agreement shall conclude on June 30, 2020. Any extension must be made by written agreement signed by all parties and attached hereto.

**ARTICLE III
GENERAL PROVISIONS**

1. Governing Law.

This Agreement shall be governed by and construed under the laws of the State of Tennessee.

2. Amendments.

This Agreement may be amended only by written agreement signed by all parties and attached hereto.

3. Waiver.

No waiver of any right under this Agreement shall be deemed effective unless contained in a writing signed by the party charged with such waiver. Additionally, no waiver of any right arising from any breach or failure to perform shall be deemed to be a waiver of any future such right or of any other right arising under this Agreement.

4. Entire Agreement.

This Agreement contains all of the understandings and agreements of whatsoever kind and nature existing between the parties hereto with respect to the subject matter of this Agreement and the rights, interests, understandings, agreements and obligations of the parties pertaining to this Agreement.

5. Additional Documents and Acts.

In connection with this Agreement, as well as all transactions by this Agreement, each party agrees to execute and deliver such additional documents and instruments, and to perform such additional acts, as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement, and all such transactions. All approvals of any party hereunder shall be in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first written above.

DATED this _____ day of _____, 201_____.

For the TOWN

For the SMEPF

Principle Agent

Principal Agent

**MEMORANDUM OF AGREEMENT BETWEEN
THE TOWN OF SIGNAL MOUNTAIN, AND THE SIGNAL
MOUNTAIN ELEMENTARY PRESERVATION FUND**

ADDENDUM #1

ESTABLISHED COST _____

By way of a competitive bid process, the total contract cost for the PROJECT has been determined to be \$ _____

INITIAL DONATION _____

On _____, 2019, the SMEPF delivered to the TOWN a donation in the amount of \$ _____

ADDITIONAL NECESSARY FUNDS _____

The TOWN agrees to provide \$ _____ to facilitate the timely completion of the PROJECT, provided the SMEPF shall reimburse that same amount to the TOWN no later than June 30, 2020.

REIMBURSEMENT OF FUNDS _____

The SMEPF agrees to reimburse to the TOWN the full amount of \$ _____ no later than June 30, 2020

By initialing each item above and signing below, the parties acknowledge the details and terms contained herein and execute this agreement in full.

Dated this _____ day of _____, 2019

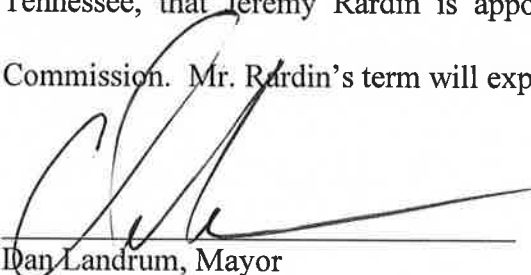
For the TOWN:

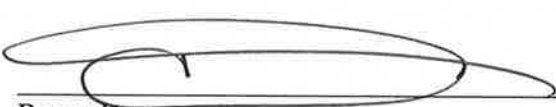
For the SMEPF:

RESOLUTION NO.: 2019-47

A RESOLUTION APPOINTING JEREMY RARDIN AS A MEMBER OF
THE TOWN OF SIGNAL MOUNTAIN'S DESIGN REVIEW
COMMISSION.

BE IT RESOLVED by the Town Council of the Town of Signal Mountain,
Tennessee, that Jeremy Rardin is appointed to the Signal Mountain Design Review
Commission. Mr. Rardin's term will expire on December 31, 2020.



Dan Landrum, Mayor

Recorder

9-9-19

Date

9-9-19

Date